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CERTIFICATE OF SERVICE

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s/ J. Ashley Cooper

This 17th day of January, 2020.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-390-E

IN RE:	Ganymede Solar, LLC,)	
)	
	Petitioner,)	
)	
	Dominion Energy South Carolina,)	Dominion Energy South Carolina, Inc.'s First Set of Discovery Requests
	Inc.,)	
)	
	Respondent.)	
)	
)	
)	

TO: GANYMEDE SOLAR, LLC

Pursuant to S.C. Code Ann. Regs. §§ 103-833 and 103-835, and Rule 36 of the South Carolina Rules of Civil Procedure (“SCRCP”), Dominion Energy South Carolina, Inc. (“DESC”), by and through its undersigned counsel, requests that Ganymede Solar, LLC (“Ganymede”) admit or deny the following requests for admission within the period required by Rule 36, SCRCP, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production (collectively, the “Discovery Requests”) within twenty (20) days of the date of service hereof to the offices of Parker Poe Adams & Bernstein LLP, set forth below. Each matter for which admission or denial is requested shall be deemed admitted unless Ganymede serves responses within the period required by Rule 36, SCRCP.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information, documents, and other materials be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests be labeled using the same numbers as used herein.
3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.
5. That all exhibits be reduced to an 8.5" x 11" format.
6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.
7. The corresponding Discovery Requests be deemed continuing so as to require Ganymede to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.
8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based upon the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based upon the entire knowledge of Ganymede, including information in the possession of Ganymede, its officers, members, parents, subsidiaries, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Ganymede's inability to provide a complete admission, denial, or answer.

DEFINITIONS

1. The term "Action" shall mean the action initiated by Ganymede before the Public Service Commission of South Carolina (the "Commission") in Docket No. 2019-390-E.

2. The term "address" when used in these Discovery Requests shall include home address, mailing address, school address, and business address.

3. The term "communication(s)" when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

4. The terms "Ganymede," "Petitioner," "You," and "Your" shall mean Ganymede Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parent, including, without limitation Cypress Creek Renewables, LLC, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms also include all other persons acting on behalf of Ganymede.

5. The term “DESC” shall mean Dominion Energy South Carolina, Inc., formerly South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of DESC.

6. The terms “document(s)” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the SCRPC of any kind in Your possession, custody or control or to which You have access or knowledge of its existence. The above list is not meant to be exhaustive but to demonstrate the breadth of the items that may be considered “documents.”

7. The term “Ganymede Filings” means the Motion and the Petition.

8. The term “IA” means the Interconnection Agreement between DESC and Ganymede entered into on May 7, 2018.

9. The terms “identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the person was an officer, director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

10. The terms “identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

11. The term “Motion” means the Motion to Maintain Status Quo filed by Ganymede with the Commission on or about December 20, 2019, in the above-captioned matter.

12. The term “person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

13. The term “Petition” means the Petition filed by Ganymede with the Commission on or about December 20, 2019, in the above-captioned matter.

14. The term “Project” shall mean the solar generating facility up to 75 MW-AC that will be certified as a Qualifying Facility (as defined under the Public Utility Regulatory Policy Act of 1978, 16 U.S.C. §§ 2601, et seq.) and connect to and operate on DESC’s systems pursuant to the terms of the IA.

15. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

16. The term “VIC Order” shall mean the order entered on December 9, 2019, as modified by the Directive entered on January 3, 2020, by the Commission in Docket No. 2019-184-E

17. The term “VIC Projects” shall mean the following projects developed by Cypress Creek Renewables, LLC in DESC’s service territory—Beulah Solar, LLC, Huntley Solar, LLC, and Palmetto Plains Solar Project, LLC.

18. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

REQUESTS FOR ADMISSIONS

1. Admit that the IA is a valid written agreement signed by Ganymede.
2. Admit that Ganymede read the IA before signing it.
3. Admit that, at the time You executed the IA in May of 2018, You were aware of the South Carolina Generator Interconnection Procedures, Forms, and Agreements.
4. Admit that Ganymede has not yet executed a power purchase agreement with DESC.
5. Admit that on or around April of 2018, You were aware that DESC's form power purchase agreement (the "Form PPA") includes the following language (the "VIC Language") in Section 5.2(b): "[You] shall be responsible for the payment of all charges that result from any change in any applicable law that occurs after the Effective Date that imposes new or additional . . . variable integration charges . . . imposed, assessed or credited by the transmission provider based on the impacts of energy generated by variable generation projects generally."
6. Admit that, at the time You executed the IA in May of 2018, You were aware of the VIC Language in the Form PPA.
7. Admit that the VIC Language allows DESC to impose a variable integration charge ("VIC") upon counterparties that execute a power purchase agreement containing the VIC Language.
8. Admit that, at the time of execution (on or around June 2, 2017), You were aware that the Renewable Power Purchase Agreement between DESC and Huntley Solar, LLC (the "Huntley PPA"), contained the VIC Language.
9. Admit that the Huntley PPA, which contains the VIC Language, was filed with the Commission.

11. Admit that the Beulah PPA, which contains the VIC Language, was filed with the Commission.

12. Admit that You performed a diligence review of Palmetto Plains Solar Project, LLC prior to purchase.

13. Admit that You purchased Palmetto Plains Solar Project, LLC and, at that time, were aware that the VIC Language was included in the Renewable Power Purchase Agreement, dated May 10, 2017, between DESC and Palmetto Plains Solar Project, LLC.

14. Admit that You are a member of the South Carolina Solar Business Alliance, Inc.

INTERROGATORIES

1. Give the names and addresses of persons known to You or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these persons and indicate who has possession of such statements.

2. List the names and addresses of each expert witness whom You propose to use as a witness at the trial or hearing of this Action and state:

- a. The subject matter on which the expert witness is expected to testify;
- b. The conclusions and/or opinions of the expert witness and the basis therefor;
- c. The qualifications of each expert witness and the basis therefor; and
- d. The identity of any written reports of the expert witness regarding the claims that are the subject of this suit.

3. For each person known to You or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such persons, or provide a copy of any written or recorded statements taken from such persons.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of DESC.

5. Identify and set forth all communications made by or received by You related to the allegations in the Ganymede Filings. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and

time of the communication; the place of the communication; and the person(s) who made the statement(s).

6. Identify all persons You have solicited to fund or finance the Project and, if such persons have been engaged to fund or finance the Project, the amount at which such person has been engaged.

7. Describe in detail and with specificity any representations made by You to all potential financing parties or potential purchasers of the Project regarding Your estimation of the value of the VIC under the Form PPA:

- a. Before DESC's proposal of a value for the VIC filed with the Commission on February 8, 2019, in Docket No. 2019-2-E (the "DESC VIC Proposal");
- b. After the DESC VIC Proposal; and
- c. After the Commission's issuance of the VIC Order.

8. Identify all third-parties with which You have discussed selling all or any portion of the Project and how the VIC Language affected those discussions.

9. Explain how the residual value of the Project upon expiration of the Form PPA impacts the ability to finance the Project and the ability to sell the Project.

10. Describe in detail and with specificity financing arrangements for each of the VIC Projects, including, but not limited to:

- a. The amount of financing provided by each financing party and the applicable VIC Project for which it provided financing; and
- b. Specific discussions relating to the VIC Language or a forecasted VIC value with any potential or actual financing party.

11. Identify all differences in Your ability to secure financing for the Project as a result of the following events:

- a. The DESC VIC Proposal; and
- b. The Commission's issuance of the VIC Order.

12. Describe in detail and with specificity how the VIC Language impacted the sale or development of the VIC Projects, including, but not limited to, communications about the VIC Language with any potential or actual purchasing or financing party.

13. Describe all communications with DESC, prior to initiating this Action, wherein You notified DESC that any of the issues or problems You assert in this Action were caused by the VIC Language.

14. Describe all communications with DESC, prior to initiating this Action, wherein You notified DESC that any of the issues or problems You assert in this Action were caused by the VIC Order's language.

15. Describe in detail and with specificity the "public interest" that would require the Commission to amend the IA.

16. Describe in detail and with specificity the "public interest" that would require the Commission to revive the IA.

17. Describe in detail and with specificity how each of the VIC Projects was able to obtain financing, despite the "sheer uncertainty" created by the VIC Language in their respective power purchase agreements.

18. Describe in detail and with specificity how You were able to provide financing parties with "reasonable certainty about the expected revenues" of each of the VIC Projects in

order to obtain financing, despite the VIC Language being in each of the power purchase agreements for the VIC Projects.

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10. Produce all tax returns for Ganymede Solar, LLC from January 1, 2017, to present.

11. Produce all financial statements for Ganymede Solar, LLC from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

12. Produce all tax returns for Cypress Creek Renewables, LLC from January 1, 2017, to present.

13. Produce all financial statements for Cypress Creek Renewables, LLC from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

14. Produce all documents and communications with DESC in which You assert the VIC Language caused issues or problems with respect to securing financing prior to filing the Ganymede Filings.

15. Produce all documents and communications with DESC in which You assert the VIC Order's language caused issues or problems with respect to securing financing prior to filing the Ganymede Filings.

16. Produce all documents and communications You have provided to or received from persons You solicited to fund, finance, or purchase the Project, including documents and communications discussing the VIC Language, impacts of the VIC Order, impacts of the DESC VIC Proposal, and forecasts of the VIC value.

17. For each of the VIC Projects, produce all documents and communications You have provided to or received from persons You solicited to fund, finance, or purchase such

